

*Sub
C1
not*
Products offered by a plurality of providers;

a computer usable medium configured to receive a request identifying a customer and including a bundle code;

a computer usable medium configured to convert a portion of the received request into a set of provisioning requests based on the received bundle code; and

a computer usable medium configured to provide the provisioning requests to the plurality of providers.

REMARKS

Applicants have amended claim 23 to correct a misspelling.

In the Office Action, the Examiner rejected claims 7-16, 22-31, and 37-48 under 35 U.S.C. § 112, second paragraph, as being indefinite. The Examiner also rejected claims 7-12, 22-27, and 37-42 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 4,799,156 to *Shavit et al.*, in view of U.S. Patent No. 5,222,120 to *McLeod et al.*

With respect to the 35 U.S.C. § 112, second paragraph, rejection, the Examiner asserted that the claim language recites codes which indicate a set of products, but the specification refers to such codes as indicating specific product providers. The Examiner asked for clarification of this allegedly confusing mix of terms. Applicants respectfully traverse this rejection.

The Examiner asserted that in the specification, a bundle code indicates specific product providers. The Examiner is partially correct. According to the specification, "bundle code" indicates both the product provider(s) and a set of products. For example, as the Examiner pointed out, page 5, lines 5-6 and page 40 (the abstract) lines 6-7 refer to "a bundle code

indicating a plurality of providers for selected products.” So, the specification does teach that bundle code indicates specific product providers. But, the phrase “for selected products” means that a bundle code also indicates specific products. For example, the specification teaches that “bundles of products,” are “assigned a code.” (Page 14, line 12, through page 15, line 11.) The specification also teaches “product and service bundling, which permits the CLEC to offer discounts on such products based on the selection of a bundle(s).” (Page 19, lines 15-17.) Thus, according to the specification, the “bundle code” specifies two things: (1) the provider (or providers) that is providing the products, and (2) the products making up the set.

For example, as pages 14-15 of the specification disclose, bundle codes 'B1,' 'B2,' and 'B3,' indicate specific sets of products supplied by a specified provider (e.g., the set of products [Residential Line, Unlimited Local Calls, Special Long Distance Rate, and Internet Service] provided by AT&T). To extend the example, bundle code 'C1' could indicate the same set of products provided by MCI, and bundle code D1 could also indicate the same overall set of products, but with the Residential Line and Unlimited Local Calls products provided by Bell Atlantic, and with Special Long Distance Rate, and Internet Service products provided by Sprint.

Applicants have amended independent claims 7, 22, and 37 to more clearly recite that the bundle code “indicat[es] a set of products offered by a plurality of providers.” Applicants respectfully submit the claims as amended clearly recite the invention. Accordingly, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 112, second paragraph, indefiniteness rejection of claims 7-16, 22-31, and 37-48.

With regard to the 35 U.S.C. § 103(a) rejection of claim 7 based on *Shavit et al.* in view of *McLeod et al.*, the Examiner alleged that *Shavit et al.* discloses a method for processing

requests for products comprising: receiving a request identifying a customer; converting portions of the received request into a set of provisioning requests; and providing the provisioning requests to the provider. The Examiner admitted, however, that *Shavit et al.* does not disclose: storing in a database a set of bundle codes, each bundle code indicating a set of products offered by a provider; receiving a request including a bundle code; and converting a portion of the received request into a set of provisioning requests based on the received bundle code. The Examiner relied on *McLeod et al.* to supply these recited features. Applicants respectfully submit that the Examiner's reliance was misplaced for at least two reasons.

First, there was no suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to combine the *Shavit et al.* reference with the *McLeod et al.* reference. Applicants respectfully submit that the Examiner has impermissibly combined these references based on hindsight and the Applicants' disclosure. *Shavit et al.* is directed to an interactive marketing management system for on-line electronic communications and processing of business transactions. *McLeod et al.*, on the other hand, is directed to a long distance telephone switching system with enhanced subscriber services. These two references are obviously from totally disparate fields of art.

Applicant respectfully disagrees with the Examiner's assertion that *Shavit et al.* motivates a combination with *McLeod et al.* by teaching use of a code name for selected services, at col. 10, lines 61-65. *Shavit et al.* discloses a shortcut function for menu navigation in an interactive business transaction system, whereby users can enter a short string of characters (a 'code name') to go to a specific services menu, without having to tediously navigate through a series of menus. Applicants respectfully submit that disclosing service code names used for menu shortcuts does

not suggest or motivate combining the interactive marketing management system of *Shavit et al.* with the long distance telephone switching system of *McLeod et al.* Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claims 7-12, 22-27, and 37-42 under 35 U.S.C. § 103(a) as being unpatentable over *Shavit et al.*, in view of *McLeod et al.*

Second, *McLeod et al.* teaches a system for making enhanced telephone services available for use by a caller at any telephone. The *McLeod et al.* system uses an authorization code and a selection code to decide which enhanced telephone services to make available to a caller, by retrieving predefined information about the enhanced services from storage. (Col. 2, lines 30-64.) In contrast, claim 7, as amended, recites a method for processing requests for products comprising the steps, performed by a processor, of: storing in a database a set of bundle codes, each bundle code indicating a set of products offered by a plurality of providers; receiving a request identifying a customer and including a bundle code; converting a portion of the received request into a set of provisioning requests based on the received bundle code; and providing the provisioning requests to the plurality of providers.

McLeod et al. does not teach or suggest a bundle code indicating a set of products offered by a plurality of providers, as recited in claim 7. Instead, *McLeod et al.* teaches exactly the opposite. *McLeod et al.* is expressly limited to long distance telephone subscribers and the services available from a single long distance provider. (See, e.g., col. 1, lines 28-31; col. 5, line 32- col. 6, line 63; col. 16, lines 19-46.) *McLeod et al.* does not teach or suggest bundling a set of products from more than one provider, as recited in claim 7. As the Applicants' specification states on page 1, lines 20-21, "CLECs ... resell[] the products and services of other companies."

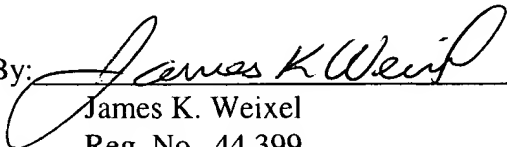
To do so, they bundle together the products of other companies. Thus, claim 7 naturally recites bundle codes “indicating a set of products offered by a plurality of providers.” *McLeod et al.*, on the other hand, teaches only one type of provider, namely “long distance service providers,” to the exclusion of other sorts of telephone service providers.

The Examiner argued that “[a] plurality of product bundles as well as a plurality of providers can be inferred from col. 16, lines 23-26” of *McLeod et al.* Applicants respectfully disagree with the Examiner’s inference. The cited passage reads “[s]uch subscribers are differentiated from one another throughout this disclosure on the basis of the bundle of services they have arranged to receive from the long distance service provider.” Contrary to the Examiner’s contention, this passage, and indeed the entire *McLeod et al.* disclosure, make clear that bundles include only the products of a single long distance provider. According to *McLeod et al.*, although there may be more than one long distance provider, each provider offers only bundles of its own products. Thus, *McLeod et al.* teaches away from a single bundle containing the products of more than one provider, in direct contrast to the language recited in amended claim 7.

For at least the foregoing reasons, Applicants respectfully request that the Examiner reconsider and withdraw the rejection of claim 7 under 35 U.S.C. § 103(a). In addition, Applicants respectfully request that the Examiner also withdraw the rejections of claim 22 and 37, which are similar in scope to claim 7, for the same reasons. Furthermore, Applicants request the withdrawal of the rejections of dependent claims 8-12, 23-28, and 38-42, which depend either directly or indirectly from claims 7, 22, and 37, for at least the same reasons.

In view of the foregoing amendments and remarks, Applicants respectfully request the reconsideration of this application and the timely allowance of the pending claims. Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 07-2339.

Respectfully submitted,

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Dated: 10/19/2000

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